

ADAMS COUNTY BOARD OF SUPERVISORS MEETING

ADAMSCOUNTYBOARDROOM

June 26, 2008 6 p.m.

1. Call to Order by the Chair
 2. Was the meeting properly noticed
 3. Moment of Silence
 4. Pledge of Allegiance
 5. Roll Call
 6. Approve the Agenda
 7. Approval of minutes
 8. Public Participation (if requested by the County Board Chair)
 9. Announcement of Meetings, Report of Supervisors Claims read by the County Clerk, and appoint 6 supervisors to approve claims England, Kotlowski, Townsend, Ward, Kirslenlohr, and Stuchlak to review during recess.
 10. **Correspondence:**
 11. **Appointments:** Appoint Marge Edwards to the Housing Authority, appoint Dave Grabarski to NCWRP
 12. **Unfinished Business:**
 13. **Reports and Presentations:**
 - a. Administrative Coordinator/Director of Finance
 - b. Department
 - c. Miscellaneous
- | | | |
|------------------------------|------------------------|----------------------------------|
| 14. Review Committee Minutes | | |
| Board of Adjustmnts 5/21 | Land Infor 5/22 | Pub Safety 4/24, 5/14 5/15, 6/11 |
| County Brd 5/20 | Landfill Advisory 5/19 | Pub Works 4/9, 4/25, 5/14, |
| Admin & Fin 5/14 | Library 5/19 | Resource & Rec 5/6, 6/5 |
| Central Wis 4/23 | Plan & Dev 6/4, 6/9 | SCLS 5/12 |
| Hlth & Hum 5/9, 6/13 | Property 5/12 | Surveyor 6/3 |
15. **Resolutions:**

Res. #40: To approve an Identification Badge Policy for the employees of Adams County to provide them and the public a safe and secure environment while utilizing County services and facilities

Res. #41: To approve a three (3) year Collective Bargaining Agreement from January 1, 2008, through December 31, 2010, with the Adams County Deputy Sheriff's Association, Local 355.

Res. #42: To authorize the Highway Commissioner to act on behalf of Adams County to apply for \$799,947.00 from the Wisconsin Department of Transportation Statewide Highway Safety Improvement Program for the purpose of funding the design and reconstruction of the curves and intersections at CTH G and Duck Creek Ave.

Res. #43: To honor the services of retiring employee Nancy Churchill to Adams County Government.
 16. **Ordinances:**
 17. **Denials:**

Den. #01: Rezone a parcel of land in the Town of Dell Prairie, owned Wanda & Theresa Ciolek & K. & M. Sobkowicz, property (5.010 acres) located in the W ¹/₂, SE %, SE 1/4, Section 15, Township 14 North, Range 6 East, Lot 4 of CSM #676 at 3886 9th Court, property is not changed from an A-3 Secondary Agricultural District to and R-1 LL Residential District.
 18. **Petitions:**
 19. Approve Claims
 20. Per Diem and Mileage for this Meeting read by the County Clerk,
 21. Motion for County Clerk to correct errors.
 22. Set next meeting date.
 23. **Closed Session:** (none)
 24. Adjournment

**RESOLUTION TO APPROVE AN IDENTIFICATION BADGE POLICY
FOR ADAMS COUNTY EMPLOYEES**

INTRODUCED BY: Executive Committee

INTENT & SYNOPSIS: To approve an Identification Badge Policy for the employees of Adams County to provide them and the public a safe and secure environment while utilizing County services and facilities.

FISCAL NOTE: None.

WHEREAS: Adams County is committed to providing a safe and secure environment for the employees of the County and the public utilizing Adams County services and facilities; and

WHEREAS: To achieve a safer and more secure environment at County facilities, it has been determined that all Adams County employees, contracted employees, County Board Supervisors, student/interns and volunteers, shall display an Identification Badge while performing within the 'scope of their job in Adams County and in its facilities; and

WHEREAS: Identification Badges shall contain a head and shoulder picture, first name, last name (for Department Heads and County Board Supervisors only), department, expiration date, and Adams County logo, and shall be worn on the front area of the person.

NOW, THEREFORE, BE IT RESOLVED: By the Adams County Board of Supervisors that an Identification Badge Policy (attached) is hereby approved to provide a safer and more secure environment for employees and the public while utilizing County services and facilities. The issuance, administration, rules and procedures regarding the display and use of the Adams County Identification Badges, shall be as stated in the Policy.

Dated this 9th day of June, 2008.



Adopted _____ by the Adams County Board of Supervisors this ____ day of June, 2008.

Defeated _____

Tabled _____

County Clerk

County Board Chair

SECTION 9 — IDENTIFICATION BADGE POLICY

9.01 Adams County is committed to providing a safe and secure environment for the employees of Adams County and for the public utilizing Adams County services and facilities. All Adams County employees, contracted employees, County Board Supervisors, students/interns and volunteers shall display an identification badge while performing the scope of their job in Adams County and in its facilities. This policy will outline the ownership, responsibility, identification badge information, requirements for wear, new employee process, replacement of badges and use of employee identification badges.

9.02 Ownership of the Identification Badge. For the purpose of any law, ordinance or rule violation, all identification badges are the property of Adams County.

9.03 Responsibility to Issue Badges. The responsibility to issue identification badges to Adams County employees has been assigned to the Corporation Counsel/Personnel Department, (and herein after referred to as "Personnel Department.") New employees shall complete the Authorization Form at the Administrative Coordinator's department. Once the badge has been issued to the employee by the Personnel Department, the Authorization Form will be filed in the employee's personnel file.

9.04 Identification Information Shown on the Badge. The front side of the identification badge will require a head and shoulder picture, first name, and last name (for department heads and County Board Supervisors only), department, Lucent, expiration date, and Adams County logo. The backside of the identification badge will require the following:

Property of Adams County Government

If found drop in the nearest Post Office Mailbox
Postmaster, postage guaranteed.
Return to:

**ADAMS COUNTY GOVERNMENT
PO BOX 470
FRIENDSHIP WI 53934**

Issued for official use of holder, use of or possession by any other person is unlawful and may make offender liable.

There may be exceptions to the information displayed. Exceptions will only be authorized by the Personnel Director/Corporation Counsel and/or Administrative Coordinator/Director of Finance.

9.05 Requirements for Wear.

- A. All Adams County employees, contracted employees, County Board Supervisors, temporary/limited term employees, volunteers and students working longer than four weeks duration shall be issued an identification badge.
- B. No adornments, i.e. stickers, shall be displayed on the identification badge.
- C. All Adams County employees shall wear the identification badge on the front of their person, in the chest region, on their outermost garment, with photo facing out, and with an approved badge holder. The approved holder is a clip that is provided with the identification badge issued. The Administrative Coordinator/Director of Finance may make an exception to the above named holders because of safety issues or uniform

requirements. In that case, an employee shall have their identification card on their person.

- D. The identification badge shall be worn while in an Adams County facility or while performing the scope of their duties as an Adams County employee.
- E. Department Heads, and management staff, shall be responsible for ensuring that their employees are wearing the Adams County identification badge.
- F. Department Heads who supervise volunteers, students, and temporary or contracted employees shall contact the Personnel Department to have identification badges issued.

9.06 New and Transferring Employee Identification Badges. New employees will be issued their identification badge during employee orientation. Non-employees will be issued identification badges on an appointment basis. A Badge Identification Authorization Form must be approved by the Department Head for employees transferring from another Department. A list of employees will be maintained by the Personnel Department.

9.07 Expiration. An employee's badge expiration date shall be the employee's birth month and four years from the date of issuance, with the exception of Elected Officials, and contracted or limited term employees. Elected Officials' badges shall expire at the end of the elected term, and contracted or limited term employees' badges shall expire upon completion of the contract or authorized date of employment. Volunteers shall expire annually. The badge shall expire on the last day of the month of expiration. Prior to expiration, the Employee shall complete a renewal form. Arrangements shall be made with the Personnel Department to retake pictures prior to expiration.

9.08 Replacement and Use.

- A. If an employee forgets their identification badge, a temporary departmental identification badge can be obtained from the Department Head, or their designee, and shall be worn for that day and returned at the end of the day to the Departmental Head or their designee.
- B. If an employee's identification badge is lost, stolen, destroyed, damaged or defaced, the employee shall notify their Departmental Head or their designee as soon as practical. Failure to notify the Department Head or their designee of any of the above situations may result in employee discipline in accordance with the Personnel & General Administrative Policies.
- C. The employee shall contact the Personnel Department for a replacement badge. The damaged or defaced badge shall be returned at the time of issuance of a new identification badge.
- D. If an employee has a name change, the employee shall contact the Personnel Department as soon as practical of the name change for issuance of a new identification badge. The badge with the employee's old name shall be returned at the time of issuance of the new badge.
- E. Any employee who is found to have used their identification badge for purposes other than authorized Adams County business, or who allows another person to use their identification badge, may be subject to discipline, up to and including termination, in accordance with the Adams County Personnel & General Administrative Policies.
- F. Incidents of continued non-compliance with this Employee Identification Badge Policy may subject an employee to discipline in accordance with the Adams County Personnel & General Administrative Policies.

1 **9.09 Vendors.** All vendors that will be conducting work within a County Office shall have a
2 Vendor identification badge issued for the duration of their work, unless their current employer
3 has issued them a photo identification badge. The front side of the Adams County vendor
4 identification badge will require 'Vendor' to be printed on it and shall include the Adams County
5 logo and department. Departments shall be responsible for the issuance of Vendor badges within
6 their Department. Vendors shall wear the badge for the duration of their work in any County
7 Office and shall be returned to the Department upon completion of their work with the County.
8 Departments are responsible for designating a check in/out procedure to accommodate their
9 staffing and Department needs. This sign out sheet shall remain on file with the Department and
10 be provided upon request of the Personnel Director/Corporation Counsel. Every Department may
11 have up to six vendor identification badge issued. Any additional vendor identification badges
12 issued shall be requested in writing by the Department Head to the Personnel Department. Any
13 Department Head or their designee that issues a vendor identification badge to an unauthorized
14 individual may be subject to discipline in accordance with the Personnel & General
15 Administrative Policies.

16
17 **9.10 Visitors.** Any person(s) not wearing an employee or vendor identification badge are
18 considered visitors of the County facilities and shall be restricted from accessing any non-public
19 areas of County facilities.

20
21 **9.11 Employee, Volunteer, or Student Leave/Last Day.** The Department Head, or their
22 designee, is responsible for collecting the identification badge from the person on the last day of
23 employment, student internship or volunteer work, and delivering the badge to the Personnel
24 Department.

25
26 **9.12 Non-employees in Unauthorized Areas.** Employees shall report to their Department Head
27 incidents of non-employee(s) who are in unauthorized areas and who are not accompanied
28 by Adams County staff. Failure to report non-employee(s) unauthorized access may result in
29 disciplinary action in accordance with the Adams County Personnel & General Administrative
30 Policies.

Resolution no. 41-2008

INTRODUCED BY: Executive Committee.

INTENT & SYNOPSIS: To approve a three (3) year Collective Bargaining Agreement from January 1, 2008, through December 31, 2010, with the Adams County Deputy Sheriffs Association, Local 355.

FISCAL NOTE: The Agreement includes wage increases as follows:

January 1, 2008 -	2 %
July 1, 2008 -	2 %
January 1, 2009 -	3 %
July 1, 2009 -	20 cents
January 1, 2010 -	2 %
July 1, 2010 -	1 % plus 20 cents

WHEREAS: A tentative agreement was signed recommending certain changes to the previous Agreement, including, said fair and competitive wage increases, acceptance of a new 12-hour shift schedule, vacation schedule, sick leave accumulation benefit and direct payroll deposit; and

WHEREAS: The Adams County Deputy Sheriffs Association, Local 355 has ratified the Agreement; and

WHEREAS: The Collective Bargaining Agreement agreed to by the parties is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED: by the Adams County Board of Supervisors that the Agreement with the Adams County Deputy Sheriffs Association, Local 355, from January 1, 2008 through December 31, 2010, is hereby approved and ratified.

BE IT FURTHER RESOLVED: That Resolution No. 19-2008, approved on the 7th day of April, 2008, is hereby rescinded in its entirety, upon the approval and adoption of this Resolution.

Dated this 26th day of June, 2008.

Adopted _____ by the Adams County Board of Supervisors this 26th day of June, 2008.
Defeated _____
Tabled _____

County Clerk

County Board Chair

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Agreement between the

11

ADAMS COUNTY Y-DEPT

RIFTS ASSOCIATION

WISC01\

SIN

LICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

2008-2010

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AGREEMENT

The Agreement is made and entered into by and between the County of Adams, a Municipal Corporation (hereinafter referred to as the "County" or "Employer") and The Wisconsin Professional Police Association, Law Enforcement Employee Relations Division (hereinafter referred to as the "Association") representing certain employees of the Adams County Sheriffs Department, Local 355.

ARTICLE 1- INTENT' AND PURPOSE

Section 1: It is the intent that the following Agreement shall be an implementation of the provisions of Section 111.70 and 111.77 of the Wisconsin Statutes.

Section 2: Both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the Employer-Employee relationship which exists between them and to enter into an agreement covering matters primarily related to rates of pay, hours of work, and conditions of employment.

ARTICLE 2 - RECOGNITION

Section 1: The County recognizes The Wisconsin Professional Police Association, Law Enforcement Employee Relations Division as the exclusive collective bargaining representative for the purposes of collective bargaining on questions of wages, hours and conditions of employment, of all regular full-time and regular part-time employees of the Adams County Sheriffs Department Local 355, with regular powers of arrest, excluding the Sheriff, supervisory, managerial and confidential employees.

ARTICLE 3 - FAIR SHARE AGREEMENT

Section 1: Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constitution and by-laws. No employee will be denied membership because of race, color, creed, or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Association has denied any employee membership because of race, color, creed, or sex.

Section 2: The Association will represent all of the employees in the bargaining unit, members and non-members, fairly and equally and therefore, all employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Association equivalent to the uniform dues of the Association.

Section 3: The Employer agrees to deduct the amount of dues certified by the Association as the amount uniformly required of its members from the earnings of the employees affected by this Agreement and pay the amount to the Association on or before the end of the month in which such deduction is made.

Section 4: As a convenience to the employees who desire to become full Association members, the Employer agrees to deduct from their pay the initiation fee required for membership or installments thereof, as certified by the Association, and to pay the amount to the Association on or before the end of the month in -which such deduction is made, provided the employee has signed a check-off authorization and assignment for this purpose.

Section 5: The Association shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other fours of liability, which shall arise out of any action taken by the Employer under this Section for the purpose of complying with the provisions of this Article.

Section 6: The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and receive, where appropriate, a rebate of monies determined to have been improperly collected by the Association. To the extent required by state and federal law, the Association will place in an interest bearing escrow account any disputed fair share amounts until a determination has been made by an impartial umpire-designated by the Wisconsin Employment Relations Commission.

Section 7: Dues Deduction: The Employer agrees to deduct monthly dues from the pay of employees who individually sign voluntary check off authorization forms supplied by the Association which shall include the following statement:

1, the undersigned, hereby authorized the County to deduct Association dues from the second paycheck of every month and direct that such amount so deducted be sent to the Treasurer of the Association for and on my behalf. The authorization shall be irrevocable and shall automatically renew itself for successive years unless I give 30 days written notice to the County and the Association of my desire to change the amount or revoke the dues deduction at the end of such 30-day period or at the end of such year.

Name _____ Date: _____

Witness _____ Date: _____

The Employer agrees to deduct the appropriate amount from the second paycheck of each month of each employee requesting such deduction following receipt of the above enumerated statement and shall remit the total of such deductions to the Treasurer of the Association in a timely manner with a list of the names that the deductions have been deducted from. Any changes in the amount to be deducted shall be certified to the Employer by the Association at least 30 days prior to the effective date of such change.

ARTICLE 4 - MANAGEMENT RIGHTS

Section 1: It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the County in all its various aspects, including, but not limited to, the following: the right to direct working forces; to plan, direct and control all the operations and services of the County; to determine the method, means, organization and number of personnel of which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours, and assign overtime; to determine whether goods and services are to be made or purchased; to hire, promote, demote, suspend, discharge for just cause, or to layoff employees; to make and enforce reasonable work rules and regulations; and to change or eliminate existing methods, equipment, services, or facilities.

Section 2: The above shall be in compliance with the provisions of this collective bargaining agreement and applicable Wisconsin Statutes. The foregoing shall not be used for the purposes of undermining the Association or discriminating against any of its members.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as a dispute or disagreement raised by an employee, or the Association, against the Employer involving the interpretation, or application, of the specific provisions of this Agreement. Grievances, as defined herein, shall be processed in the following manner:

STEP 1: _____ The grievance shall be presented to the Sheriff within fifteen (15) calendar days of the occurrence of the alleged violation.

STEP 2: If a satisfactory settlement is not reached at the Sheriff's level, the Association Committee or the Representative shall prepare and present the grievance in writing to the Personnel Director within ten (10) calendar days after receipt of the Sheriff's decision. The Personnel Director shall respond in writing within ten (10) calendar days of receipt of the grievance.

STEP 3: If a satisfactory settlement is not reached, as outlined in STEP 2, within seven (7) calendar days, the grievance may be presented, in writing, to the Executive Committee, or its designee. Said Committee shall meet with the grievant or representative at a mutually agreeable date and time, not less than ten (10) nor more than forty (40) calendar days after receipt of the written grievance, to discuss the grievance. The Executive Committee shall render a written decision within seven (7) calendar days after said meeting.

STEP 4: If a satisfactory settlement is not reached in STEP 3, the grievance may be submitted to arbitration within ten (10) calendar days after receipt of the Step 3 written decision. A grievance may be submitted to arbitration by requesting the Wisconsin Employment Relations Commission submit a list of five (5) outside, non WERC arbitrators, from which the parties shall alternately strike names to select the arbitrator. The appointed arbitrator shall make the decision on the grievance which shall be final and binding on both

parties.

The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to the interpretation or application of the Agreement in the area where the alleged breach occurred. The arbitrator shall not modify, add to, or delete from the express terms of the Agreement.

Section 2: The time limits mentioned above may be extended by mutual consent of the parties. In cases of discipline, where discipline is imposed under Wis. Stats. 59.21(8)(b)(5) the disciplined employee may appeal such discipline either to arbitration under this Grievance Procedure, or to Circuit Court under Wis. Stats. 59.21(8)(b)(6), but not both. Discipline which is not imposed under Wis. Stats. 59.21(8)(b) shall be appealed, if desired, through this Grievance Procedure, commencing at Step 1.

Section 3: The costs of the arbitration proceedings shall be borne by the parties in equal

shares, except that each party shall be responsible for their own attorney's fees, witness fees, service fees, or other expenses incurred in obtaining or presenting evidence to be submitted to the arbitrator. A transcript shall be prepared for each arbitration, unless mutually agreed otherwise, and the cost of same shall be shared equally by the parties_

ARTICLE 6 -WAGES

Section 1: The salary schedule below shall be in effect commencing January 1, 2008:

PATROL DIVISION (Includes the classifications of Patrol Officer.)

<u>EFFECTIVE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>
01/01/08 (10 cents plus 2%)	\$17.83	\$18.59	\$19.30	\$19.54
07/01/08 (2%)	\$18.19	\$18.96	\$19.69	\$19.93
01/01/09 (3%)	\$18.74	\$19.53	\$20.28	\$20.53
07/01/09 (20 cents)	\$18.94	\$19.73	\$20.48	\$20.73
01/01/10 (2%)	\$19.32	\$20.12	\$20.89	\$21.14
07/01/10 (1% plus 20 cents)	\$19.71	\$20.52	\$21.30	\$21.55

(Includes the classification of Patrol Sergeant.)

<u>EFFECTIVE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>
01/01/08 (10 cents plus 2%)	\$19.59	\$19.94	\$20.08	\$20.34
07/01/08 (2%)	\$19.98	\$20.34	\$20.48	\$20:75
01/01/09 (3%)	\$20.58	\$20.95	\$21.09	\$21.37
07/01/09 (20 cents)	\$20.78	\$21.15	\$21.29	\$21.57
01/01/10 (2%)	\$21.20	\$21.57	\$21.72	\$22.00
07/01/10 (1% plus 20 cents)	\$21.61	\$21.99	\$22.14	\$22.42

INVESTIGATIVE DIVISION (Includes the classification of Investigator.)

<u>EFFECTIVE</u>	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>
01/01/08 (10 cents plus 2%)	\$20.03	\$20.41	\$20.54	\$20.77
07/01/08 (2%)	\$20.43	\$20.82	\$20.95	\$21.19
01/01/09 (3%)	\$21.04	\$21.44	\$21.58	\$21.83
07/01/09 (20 cents)	\$21.24	\$21.64	\$21.78	\$22.03
01/01/10 (2%)	\$21.66	\$22.07	\$22.22	\$22.47
07/01/10 (1% plus 20 cents)	22.08	\$22.49	\$22.64	\$22.89

After five (5) years of service, an additional 10 cents per hour. (\$0.10 total)

After ten (.10) years of service, an additional 15 cents per hour. (\$0.25 total)

After fifteen (15) years of service, an additional 20 cents per hour. (0.45 total)

After twenty (20) years of service, an additional 25 cents per hour. (\$0.70 total)

Employees promoted to the position of Investigator shall receive the next highest rate of pay above the pay classification the employee was promoted from. Investigators will rotate on a weekly basis for "on-call" duty and will cover all hours during the calendar week when no Investigator is on duty. The on-call Investigator will be assigned a cell phone or pager and will be paid \$1.25 per hour for every on-call hour. If an Investigator is called during the on-call hours, the Investigator shall be compensated according to Section 4 — Call-In (below).

Employees shall receive payroll, via direct deposit, on every other Friday. If a payday falls on a holiday, the employee will receive their payroll on the day prior to the holiday. An employee's full base paycheck, without impact by premium pay of any kind, shall be computed as 1/26th of his/her annual salary.

Section 2: The Employer may determine shift schedules for various positions on January 1st, May 1st, and September 1st of each year. Employees within each classification may then bid their preferred shift schedule on a seniority basis. Bids shall be posted by the 10th of the month preceding the effective date.

The Employer may utilize two (2) employees, whose classification is that of Patrol Officers as floaters. Such employees will not be assigned to a regular shift on a one hundred twenty (120) day bid basis, but will, instead, be assigned an irregular shift consisting of approximately the same number of hours as the regular Patrol Officers and including, to the maximum extent possible, the filling of all predictable vacancies. The floater positions shall be bid in the same manner as other shifts and; in the event such positions are not bid, they will be filled by employees with the least seniority. The regular schedule of floaters shall include at least eight (8) hours between shifts.

Additionally, the Employer shall notify a floater of a change in his/her regular schedule at least twelve (12) hours in advance.

Section 3 Overtime: The parties agree to work periods, as defined by section 7(k) of the Fair Labor Standards Act, of twenty-four (24) days for the Patrol Officers and Sergeants, with a twenty-one (21) day period and Investigators, with regular schedules as follows.

All employees who work in excess of their normal regular scheduled work week, (6-2)(62)(5-3), or work eight (8) hours, except Investigators who shall work a (3-2)(5-2)(7-2) cycle, shall receive one and one-half (1-1/2) times their straight time hourly rate, or shall have the option of receiving compensatory time off at the rate of time and one-half (1-1/2) for each one (1) hour of overtime worked. Each employee whose regularly scheduled shift exceeds eight (8) hours because of the time change will receive credit for one (1) hour of overtime. Compensatory time may be accumulated up to a maximum of forty-eight (48) hours, however, an employee must use those hours banked by November 30th of each year, or such time will be paid out in cash. Compensatory time usage shall be administered as follows:

1. Employees must have compensatory time hours earned and banked before requesting the use of compensatory time hours.
2. Employees must request the use of banked compensatory time hours at least five (5) days in advance of its use.
3. if requested, compensatory time hours cannot be filled within forty-eight (48) hours of the shift, the employee requesting the use of the compensatory time hours will be responsible for filling those hours, upon notification.
4. Use of compensatory time hours will not be approved when two (2) employees from

the same classification are on vacation.

No employee shall be permitted to be on-duty more than sixteen (16) continuous hours without eight (8) hours off, unless so authorized by the Sheriff. Bargaining unit employees shall be offered all overtime by division, except for trips, special events, and civil process. To qualify for overtime pay or compensatory time accrual, an employee will be paid, or shall accrue compensatory time, to the nearest fifteen (15) minutes hour in excess of his/her normal work schedule.

Procedure:

- A. Whenever a vacant regular shift needs filling, either via posting or call-in, said shift shall first be offered within the classification consistent with the following:
 - 1. First choice to fill the vacant shift, seniority notwithstanding, shall be offered to the employee who is scheduled to be off-duty at the time in question on his/her first of three consecutive days off
 - 2. If the vacant shift is not filled pursuant to (A)(1) above, the next order of choice to fill the vacant shift shall be afforded, by seniority, to those employees scheduled off on the day in question.
 - 3. If the vacant shift is not filled pursuant to (A)(1) and (2) above, the vacant shift may be offered as a double shift (allowing the employee to work 16 hours straight) to all employees within the classification on the basis of seniority.
 - 4. If the vacant shift is not filled pursuant to (A)(1), (2) or (3) above, the vacant shift maybe split equally between an off-going bargaining unit employee and calling-in an on-coming bargaining unit employee within the classification.
- B. If the vacant shift is not filled pursuant to (A) above, the next order of choice to fill the vacant shift shall be afforded, by seniority, within the Division.
- C. If the vacant shift is not filled pursuant to (A) or (B) above, then management may fill said vacant shift as it sees fit, except that, if a bargaining unit employee is ordered to fill the vacant shift, the least senior employee within the affected classification, who is off-duty on the day in question, shall be the employee so ordered.

In order to qualify for prescheduled overtime pay, employees who have been off due to illness for which they have no accumulated sick leave must first work the same number of

prescheduled overtime hours within that same pay period, at regular pay, as they took in unpaid sick leave.

Section 4 - Call-in: Employees who have reported for work outside of his/her regular schedule shall receive a minimum of two (2) hours pay at one and one-half (1-1/2) times his/her straight time hourly rate. In the case of an employee called in for overtime where their regularly scheduled shift begins within two (2) hours of the time they report from car in route to assignment, employee will be paid 1 1/2 times hourly straight time up to the beginning of the regular scheduled shift. This provision shall also apply to court time. In the event of a court appearance cancellation within twelve (12) hours of the scheduled court appearance time, the two (2) hours minimum call-in payment shall be due the employee.

Section 5 - Holidays: The County provides the following holidays:

New Year's Day	Memorial Day
Labor Day	Thanksgiving Day
Independence Day	Christmas Day
Easter Day	Spring Holiday
December 24	(1) Floating holiday

In addition to an employee's regular pay, an employee shall receive eight (8) hours of pay at the straight time rate for each of the above holidays. Employees who are required to work on the above holidays shall be paid one and one-half (1-1/2) times their hourly rate for all such time worked. Holidays shall be defined as a period from midnight before to midnight on the holiday. For an employee to be eligible to receive payment for the above holidays, he/she must work his/her last regularly assigned shift prior to the given holiday, as well as his/her regularly assigned shift following the holiday, except by mutual agreement of the parties.

Employees shall notify the Employer at least fifteen (15) days prior to taking their floating holiday. The Employer will notify the employee at least five (5) days prior to the chosen date as to whether or not the request has been approved. Once approved, a floating holiday shall not be cancelled, except in an emergency. All floating holidays must be used during the calendar year in which they are earned. If not taken during that year, they will be considered to have been waived by the employee.

Section 6 - Clothing Allowance: The Employer agrees to pay one hundred percent (100%) of the initial allotment of clothing as required. A list of items constituting the initial allotment of clothing shall be created by mutual agreement of the parties. Thereafter, all employees employed as Patrol Officers, Investigators, or Sergeants shall receive four hundred fifty dollars (\$450.00) per year clothing allowance. The maintenance clothing allowance described shall be paid to the employee on the first pay date in January and shall be subject to taxes. After new employees have been employed for a period of one (1) year, maintenance clothing allowance shall be prorated from the anniversary date of their employment to December 31st.

The County agrees to purchase bulletproof vests for all Full-time Patrol Officers, Sergeants and Investigators.. These vests are to be replaced by the employer in a timely manner, at its expense, pursuant to the manufacturer's recommendation.

Initial clothing allotment lists are attached as Appendix "A".

section 7 - Promotions: When the Employer determines that it will fill an existing or - anticipated vacancy or new classification within one of the divisions covered by this Collective Bargaining Agreement, each employee of this bargaining unit would be first to have an opportunity to fill that position vacancy, if qualified, by the normal promotional procedure. The parties acknowledge that the Employer may determine qualifications by a reasonable testing program. Such tests may include, but are not necessarily limited to, tests of objective knowledge appropriate to the position sought, aptitude tests for the position sought, or physical capacity to perform duties for the position sought. An employee from within the division shall have first opportunity and shall, if given the position, retain all seniority rights.

If no member from said bargaining unit applies or qualifies for the position, other employees from the Sheriff's Department would have an opportunity to fill a position vacancy by the normal promotional procedure. If such an employee is awarded the position, he/she shall retain his/her Sheriff's Department seniority for vacation, sick leave, longevity, layoff, and recall to work, but shall be placed at the bottom of the seniority list in the classification for shift preference selection. Vacation selection shall be determined by bargaining unit seniority for employees hired after January 1, 2008, and by Department seniority for employees hired prior to January 1, 2008.

An employee promoted to a higher position within the Sheriff's Department shall serve a

ninety (90) day trial period on his/her new position, during -which time the employee maybe returned to his/her former job classification at the discretion of the Sheriff or Chief Deputy. During the ninety (90) day trial period, the employee may also unilaterally choose to return to his/her former job classification. The ninety (90) day period shall commence when the employee completes all tests, schools, etc., necessary to qualify for the new position. The decision to return the employee shall not be arbitrary or capricious. Any employee who is placed in a new classification or position vacancy shall be allowed to start at equal or more pay than he/she is currently receiving as long as the classification which he/she goes to has steps going as high as his/her current level. The exception being an employee who is permanently disabled in the line of duty. If such disabled employee must be downgraded to a lesser position for which he/she is physically qualified, such an employee shall retain his/her current classification on the pay schedule. All new classifications or position vacancies shall be posted fifteen (15) days in advance of applications.

Section 8 - New employees maybe scheduled as the Employer may determine during his/her first ninety (90) days of employment.

Section 9 - Shift Differential: All hours worked between 3:00 PM and 11:00 PM shall receive ten cents (\$0.10) per hour shift differential. All hours worked between 11:00 PM and 7:00 AM shall receive fifteen cents (\$0.15) per hour shift differential.

Section 10 - Educational Incentive: The County will make a reasonable effort to afford all employees schooling or training each year, subject to the prior approval of the Sheriff and Law Enforcement Committee.

ARTICLE 7 - PROBATION AND SENIORITY

Section 1 - Probation: New employees shall be on probation for one (1) year from their date of hire as a full-time County employee, plus time necessary to receive full State certification, not to exceed eighteen (18) months from date of hire. During the probationary period, the employee shall be subject to dismissal for any reason without recourse. In the event the employee becomes a permanent employee, his/her seniority shall accrue to the original date of hire, provided such employee was continuously employed by the County in this bargaining unit.

Section 2 - Seniority: Seniority of an employee shall be based upon the employee's last date

of hire in full-time status and shall not be lost or changed due to time off with pay, layoffs, or other unpaid time off authorized by the Employer.

Divisions and classifications shall be as follows:

PATROL DIVISION

Classification I:

Patrol Officer

Classification 2:

Patrol Sergeant

INVESTIGATIVE DIVISION

Classification I:

Investigator

Seniority rights for the purpose of vacation selection will be determined by bargaining unit seniority for employees hired after January 1, 2008, and by Department seniority for employees hired prior to January 1, 2008. Seniority rights for the purpose of shift selection-within a classification, and overtime call-in per classification shall be selected by classification seniority. If an employee moves up or down in classification, the employee's seniority within the classification that he/she is moving from will be frozen, and the employee will move into the new classification as the .least senior employee. However, if an employee is involuntarily moved to a different classification (i.e. due to injury or illness) the employee will retain total seniority in the new classification.

Section 3 - Notice of Layoff: Written notice of layoff shall be provided to the employee at least ten (10) working days to the effective date of the layoff. Notice of recall shall be certified mail to the employees last known address, and such recall notice shall be given at least ten (10) working days prior to the date of recall. The date of recall notice shall be the date of the first attempted delivery by certified mail. It is the employees responsibility to infolui the Employer of any address change.

Section 4 - Layoff: The Employer shall have the right to lay off employees. Employees whose jobs have been eliminated shall have the right to bump (displace) any junior employee in any equal or lower classification, providing they are qualified to do the junior employee's job. The displaced employee shall have-the right to exercise their seniority in the same manner as if their job had been eliminated. Employees who have lost their positions as the result of a bump or a reduction in the number of positions shall have the option to accept the layoff, and may decline to exercise their bumping rights, if any. Laid off employees shall have recall rights as provided hereinafter.

Section 5 - Recall: The employee(s) with the greatest seniority shall be recalled first, providing they are qualified to perform the work. An employee on lay off status shall retain recall rights for a period of twenty-four (24) months. An employee who is unable to work due to illness, and who has exhausted accumulated paid leave, shall retain recall rights for a period of twelve (12) months. In such cases, the employee shall continue to accrue seniority, however, other benefits shall cease to accrue during the period of time the employee is off payroll, so long as it does not conflict with other provisions of this Agreement.

Section 6 - Loss of Seniority: Seniority and the employment relationship shall be broken, and terminated, if the employee:

- a. Quits or resigns;
- b. Is discharged for just cause;
- c. Is absent from work for three (3) - consecutive working days without notification to and approval by the Employer unless unable to notify for physical or other reasonable cause;
Fails to report to work within ten (10) working days after having been recalled from layoff;
- d. Fails to report to work at the termination of a leave of absence;
- e. If the employee accepts other employment, without permission, while on leave of absence;
- f. Retires.

Section 7: The Association shall post a seniority list on or about January 1st of each year, and keep the list up to date, subject to Department approval.

ARTICLE 8 - VACATIONS

Section 1: The following vacation schedule shall apply:

One (1) week vacation after the completion of one (1) year of service;

Two (2) weeks vacation after the completion of two (2) years of service, and in each anniversary year thereafter;

Three (3) weeks vacation after the completion of eight (8) years of service, and in

each anniversary year thereafter;

Four (4) weeks vacation after the completion of seventeen (17) years of service, and in each anniversary year thereafter.

Section 2: Employees shall designate, prior to April 30th of any year, the time during which they wish to take their vacation for the coming year. Any vacation time not requested prior to April 30th shall be granted on a first-come first-served basis. Employees shall sign up for vacation according to seniority and, once signed up, shall not change the scheduling of vacations without the approval of the Employer. No more than two (2) Patrol Officers shall be scheduled for vacation at any one time. Vacation not actually taken during the year shall be waived by the employee, without compensatory pay, unless denied by management. Vacation carried over must be used during the next anniversary year. If an employee's vacation request is made at least sixty (60) days in advance the Employer shall respond to the employee within thirty (30) days from the date of the request.

For purposes of this article, a "week" shall be interpreted to mean six (6) work days for those on a (6-2)(6-2)(5-3) work schedule, and seven (7) work days for those on a (3-2)(5-2)(7-2) work schedule.

A maximum of one (1) week of vacation time per year may be taken one day at a time, subject to the sign-up provision in the first paragraph of this Section. Vacation picks shall not be changed by either party except (1) the employer may postpone an employee's vacation if there is an extreme emergency requiring the service of the employee in question; (2) an employee, for just cause, may request a change in vacation schedule, providing the request is submitted to the Sheriff or his/her designee at least ten (10) days prior to the date desired changed. The Sheriff or his/her designee shall notify the employee within five (5) days as to whether or not the change requested has been granted.

ARTICLE 9 - HEALTH AND WELFARE

Section 1 - Health Insurance: The County shall pay up to 90% towards the monthly premiums for employees eligible for the family plan and single plan. The County shall pay 85 % of the premium for employees hired on. or after January I, 2006.

Present levels of coverage shall be maintained, although the County shall be free to change

insurance carriers or to self-fund so long as coverage is substantially equivalent as a whole or better than that in effect on April 1, 1999.

In the event that an employee is absent from his/her employment because of any illness, or because of injury incurred in the course of employment, the County agrees to continue the plan of hospital and health insurance then in effect at no cost to the employee for a period of one (1) year from the date of injury or onset of illness.

Section 2: All employees shall qualify for participation in the Wisconsin Municipal Employees Group Life Insurance Plan, or the interim plan offered by a private carrier until such time as the State Plan can be made available with the employer paying the /minimum portion of the premium provided by law.

Section 3: A retiring employee may continue the group health and hospitalization insurance until eligible for Medicare at no cost to the County subject to the approval of the insurance carrier.

ARTICLE 10 - PENSION

Section 1: Each employee shall be a participant of the Wisconsin State Retirement Plan as provided by Wisconsin Statutes and rules established by the Wisconsin Retirement Fund Board. The Employer shall pay the full cost of such retirement plan.

ARTICLE 11- SICK LEAVE

Section 1: When eligible, sick leave as used shall be defined as "absence from duty or of an employee because of illness, bodily injury, exposure to a contagious disease, attendance upon members of the immediate family whose illness requires the care of such employee.

Section 2: Sick leave credits may be accrued as follows:

- a. All Sheriffs Department employees shall be given sick leave with pay at the rate of one (1) day sick leave for each completed calendar month of compensated service. The term "each completed calendar month of compensated service" shall be construed to mean any compensated month in which the employee has completed thirteen (13) working days of compensated service.. For the purposes of sick leave, vacation shall be considered as time worked.

- b. There shall be a one hundred twenty (120) day limitation on the number of sick leave days an employee may accumulate. After the maximum number of sick days are accumulated, employees shall be paid for twenty-five percent (25%) of the unused sick leave over the maximum to be paid annually the first payroll in January for the preceding year at the December 31st wage rate.
- c. The employee must request sick leave at least twenty-four (24) hours in advance for any scheduled medical appointments.

Section 3: If an employee is absent from work for any reasons set forth under (1) of this Article, and at such time has accumulated insufficient sick leave to cover the time lost, the time lost shall be considered as leave without pay, except that, an employee may use available vacation, comp. time, etc. while on such absence to maintain a "with pay" status.

Section 4 - Sick Leave Extension by Overtime and Vacations: Accumulated overtime may be used as a matter of right by an employee who is entitled to sick leave and has at that time accumulated insufficient sick leave to cover the period of illness or disability. In such cases, an employee may also elect to use accumulated vacation credits.

Section 5: The employer may require an employee to provide a doctor's certification of ability to return to work in cases of sick leave absence of greater than three (3) consecutive work days.

The physician used shall be at the discretion of the employee. The employer shall pay the expense of obtaining the certification, if required. In the event the County challenges the employee's medical evidence, the County may seek medical evidence from a physician of its choice at County expense.

Section 6: Upon layoff; retirement, death, resignation {where such resigning employee has given the employer a minimum of ten (10) working days advance notice of such resignation), or termination except for cause, an employee shall receive; as a severance bonus, payment of fifty percent (50%) of the sick leave days he/she has accumulated not to exceed thirty (30) work days. Employees with fifteen (15) or more years of service shall receive as their severance bonus payment of seventy-five percent (75%) of the sick leave days he/she has accumulated, not to exceed sixty-seven (67) work days.

Section 7: Employees terminating employment to become Sheriff of Adams County shall be entitled to pay for any unused sick leave days accumulated. Payment under this Section shall be limited to a maximum of ten (10) days pay or the employee may elect to freeze all his/her accumulated sick leave ____ his/her re-entry back into the Sheriff's Department bargaining unit. If the employee terminates his/her employment from the office of Sheriff, he/she shall then receive the ten (10) days pay.

ARTICLE 12 - WORKER'S COMPENSATION

Section 1: All full-time employees who become entitled to Worker's Compensation during a period of temporary disability shall be paid the difference, if any, between their Worker's Compensation benefits and their regular net pay at the established contribution rate. This difference shall be paid to the employee from the date of disability until he returns to work or is classified as permanently disabled and shall be accomplished by the employee assigning his/her Worker's - Compensation benefits over to the County in return for his/her receipt of regular net compensation from the County.

ARTICLE 13 - FUNERAL LEAVE

Section 1: In the event of a death in the immediate family of a regular full-time employee; including a probationary employee, such employee will be paid for the time lost from scheduled work as provided in (a) and (b) below.. It is agreed that an employee may be required to furnish verification of the death, date of funeral and relationship of the deceased.

- a. Five (5) consecutive work days for employee's parent, spouse, and/or child(ren).
- b. Three (3) consecutive work days for employee's brother, sister, mother-in-law, father-in-law, step-parents, step-child, grandparent, grandchildren, or other member of immediate household.

Section 2: In the event of the death of a near relative, such as a brother-in-law, sister-in-law, uncle, aunt, niece, or nephew, one (1) day of paid leave shall be granted. A person called upon to be pallbearer or participate in a military funeral shall receive one (1) day of paid leave. "To participate" as used herein shall be interpreted to mean to participate as a member of the color guard, firing

squad, or other ritual function; it shall not include mere attendance at such funeral_ Leaves in this section may be extended up to a total of three (3) days paid if the employee applying for such extension has accumulated and chooses to use sick leave to extend such time.

ARTICLE 14 - CONSTRUCTION OF AGREEMENT

Section 1: Employer agrees that all conditions of employment pertaining to wages, hours of work, and general working conditions, which are mandatory subjects of bargaining, shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement unless otherwise agreed to at the course of negotiations.

ARTICLE 15 - DAMAGE OR DESTRUCTION TO EMPLOYEES' PERSONAL PROPERTY

Section 1: The County shall pay for all employees' personal items damaged or destroyed while such employees are on active duty and the items are damaged or destroyed in the course of the employees' carrying out their assigned. duties_ The County may satisfy its obligation under this provision by purchasing insurance for the same. If payment for such items is made by or on behalf of the county and, at some later date, due to Court action or any other cause, an award for damages is made directly to the employee, such award shall be turned over to the County in an amount not to exceed the amount paid by or on behalf of the County. Replacement for ordinary wear and tear of the unifouns is not to be included in this provision.

Section 2: The County's liability under Section 1 above shall be limited to payment for damage or destruction to uniforms and/or eye glasses (including contact lenses), dentures and hearing aids unless the employee has filed with the Sheriff or, his/her designee, prior to the damage or destruction in question, an inventory, describing in detail the items of personal property and/or effects carried by the employee while on duty and the value of such items. In any event, the limit of the Employer's liability under this Article shall be limited to a payment not to exceed two hundred dollars (\$200.00) paid to any one employee for all damage arising from one incident for damage or destruction of such property other than uniform or eye glasses (including contact lenses), dentures and hearing aids. The employee shall first seek reimbursement through the District Attorney's office

where restitution is applicable.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

Section 1: Employees shall not be disciplined, suspended, demoted, or discharged without just cause. Written notification containing the charges causing the discipline shall be served on the employee within twenty-four (24) hours of the time the discipline is imposed. Service may be accomplished by mailing such notice, by first class mail, to the last known address of the employee in question.

Section 2: If the disciplined employee and the Association determine that it is appropriate to implement the grievance procedure to determine the propriety of the discipline imposed, the grievance procedure provided for in this Agreement shall be used. Any employee wishing to so implement • the grievance procedure to take issue with the discipline imposed must, prior to implementing the grievance procedure, waive any right he may have to pursue redress from the discipline under Section 59.21 of the Wisconsin Statutes. Such waiver shall be in writing and shall be delivered in person or by first class mail to the Sheriff or the Chairman of the Law Enforcement Committee prior to the commencement of the grievance procedure. A sUspension pending an investigation or disposition of charges shall be with pay.

Section 3: If an employee is under investigation or is subject to interrogation, or interview for any reason which could reasonably lead to that employee's discipline, the interrogation or interview shall occur as follows:

1. The employee under investigation or to be interviewed shall be informed of the nature of the investigation prior to any interview or interrogation.
2. At the request of the employee involved, the employee may be represented by a Association representative who may be present at all times during the interrogation or during any interview of that employee.

Section 4: All warning notices shall be removed from the employee's file after eighteen (18) months from the date since warnings or reprimands were issued, but only if no further warnings or reprimands were given said employee during the eighteen (18) months in question.

ARTICLE 17 - STEWARDS

Section 1: An employee designated by the Association to adjust grievances or serve on the Bargaining Committee shall be allowed reasonable time for such duties without a reduction in pay. Said number of stewards not to exceed more than two (2) for purposes of reimbursement of wages.

ARTICLE 18 - LEAVES OF ABSENCE

Section 1- Sick Leave: Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

Section 2 - Appointment Leaves: A person who is appointed to a position of Lieutenant, Jail Captain, Chief Deputy or Undersheriff from within the unit shall be permitted to return to the unit with full seniority rights upon fourteen (14) days notice by an appointee.

Section 3 - Elective Office Leave: Any employee requesting a non-paid leave of absence to be a candidate for elective office of Sheriff and to hold the elective office of Sheriff shall be granted a leave as long as the employee holds the elective office. At the expiration of such term of office, the employee may be returned to his/her former classification at the prevailing salary rate with seniority rights that the employee held at the time of taking the elective office.

Section 4 - Illness and Disability: A period of up to but not more than one (1) year, if needed, shall be granted as leave of absence due to personal illness or for disability due to injury provided a physician's certificate is furnished from time to time to substantiate the need for continuing the leave. Additional time may be extended in such cases by mutual agreement of the employee and the Public Safety & Judiciary Committee.

Seniority shall continue to accrue during leaves of absence under this Section for a period of up to one (1) year. In cases of extended medical leaves of absence, under this Section, the County may fill such vacancies with part-time or temporary employees for periods not to exceed one (1) year.

Section 5 - General/Personal Leave: In addition to the other specific leave provisions of this Agreement, employees may request leaves for other personal reasons consistent with this Section.

Application for leave of absence shall be made to the Sheriff or his/her designee. The

granting of such leaves and the length of time for such leaves shall be contingent upon reasons for the request. The Sheriff may grant leaves of absence of fourteen (14) calendar days or less without further authorization. Leaves of absence of more than fourteen (14) calendar days shall be submitted to the Public Safety & Judiciary Committee with a copy to the Sheriff. A leave of absence under this - section shall be without pay. Fringe benefits shall accrue for leaves of fourteen (14) calendar days or less. Fringe benefits shall not accrue for leaves in excess of fourteen (14) calendar days. A leave of absence may not be granted for the purpose of taking other employment; however, the term "other employment" shall not include election to federal, state, county or municipal offices or Association duties.

Section 6 - Health Insurance: The County's contribution toward health insurance premiums shall continue to be paid by the County for the first (1ST) month of leave, beyond state and/or federal family and medical leave, for an employee on a leave of absence if that employee worked for at least 85 hours during the previous month. If the time worked is less than 85 hours, the County shall not pay any of the premium. An employee on a leave of absence may elect to continue with the County's health insurance program, provided that the employee pays the full premium each month. (This provision only applies where an employee is on a leave without pay status. If an employee is utilizing accrued time off such as vacation, compensatory time, sick leave, etc., then that employee is not considered on leave without pay and, accordingly, the County's contribution continues as it does for a working employee.) The provisions of this section, regarding health insurance contributions in cases of certain leaves absence, shall only apply to leaves not already covered by Article 8, Section 1.

ARTICLE 19 - MISCELLANEOUS

Section 1: Employees will be reimbursed for meals and other actual expenses incurred outside of the County in accordance with Section 19 (Conventions, Seminars, Training & Tour Reimbursement) Chapter 8: Budgeting and Accounting Policies of Adams County.

ARTICLE 20- DURATION

Section 1: This Agreement shall become effective as of January 1, 2008, and shall remain in full force and effect until and including December 31, 2010, and shall be automatically renewed from

year to year thereafter, unless negotiations are initiated by either party prior to September 1st of any effective year of this Agreement thereafter. Only Article 6, Section 1, the wage schedule, shall be retro active.

All terms and conditions of this Agreement shall remain in full force and effect until a successor Agreement is executed; provided that, this provision shall not result in a contract duration greater than that allowed by law.

ARTICLE 21- NO STRIKE AGREEMENT

Section 1 - Strike Prohibited: Neither the Association nor any of its officers, agents, or Co-unity employees will instigate, promote, encourage, sponsor, engage in, or condone any strike, picket, slowdown, concerted work stoppage, sympathy strike, or any other intentional interruption of work during the term of this Agreement.

- Section 2 - Association Action: Upon notification by the County to the Association that certain of its members are engaged in a violation of this provision, the Association shall immediately in writing, order such members to return to work, provide the County with a copy of such order, and a responsible official of the Association shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Association occurs, the Association agrees to take all, reasonable, effective, and affirmative action to secure the members' return to work as promptly as possible. Failure of the Association to issue the orders and take the action required herein shall be considered in determining whether or not the Association caused or authorized the strike.

ARTICLE 22 - SAVINGS CLAUSE

Section 1: If any Article or Section of this Agreement or any Addenda thereto shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Addenda shall not be affected thereby. The parties shall enter into collective bargaining in order to achieve a mutually satisfactory replacement for such invalidated provision(s).

ARTICLE 23 - DRUG TESTING POLICY

Section 1: Effective July 1, 1993, all employees covered under this Agreement will comply with the Drug Testing Policy of the Adams County Sheriffs Department.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this day
of _____, 2008.

FOR ADAMS COUNTY

FOR HE ASSOCIATION

Samuel C. Wallis

Mal Huff

Travis C. Stage

Gary D. Unruh

WPPA Business Agent

Appendix "A"
Local 355

Initial Clothing Allotment

The Sheriffs Department determines the vendor and type of garment the vendor supplies for initial issue. The initial issue must be maintained by the employee and kept in a serviceable condition.

Four (4) Pants
Six (6) Shirts
One (1) Jacket
One (1) Tie
Two (2) Hats

Three (3) Long Sleeve/Three (3) Short Sleeve
All SeaSon
Pink Tan in Color
As determined by Sheriff

IER OF AGREEMENT

THIS AGREEMENT entered into by and between ADAMS COUNTY, A MUNICIPAL CORPORATION, hereinafter referred to as the "County", and the ADAMS COUNTY DEPUTY SHERIFF'S ASSOCIATION; WISCONSIN PROFESSIONAL POLICE ASSOCIATION, LOCAL 355, hereinafter referred to as the 'Association'.

Whereas, the Association and the County are in agreement that it is mutually desirous to examine and test alternate potential schedules to maximize employee time within the patrol division, improve efficiency and effectiveness of the patrol division personnel and improve employee morale by providing a more desirable schedule; and

Whereas, the members of Local 355 have discussed with management and administration their desire to try a modified schedule.

Therefore, based upon the above representations, the following is agreed to:

1. That the employees of the classification of Patrol Sergeant and Patrol Officer (excluding the PLSO, Canine Officer, Recreation Officer and Investigators), shall work a 12-hour work day and a different on-off day rotation than exists in the current agreement Article 6, Section 3 (Overtime). Said members of the Patrol Sergeant and Patrol Officer classifications shall:
 - A. Work the following work schedule: (ton-2off-3on-2off--2on-3off); work Monday, Tuesday, off Wednesday, Thursday, work Friday, Saturday and Sunday, off Monday and Tuesday, work Wednesday and Thursday, off Friday, Saturday and Sunday; and
 - B. Agree to work periods as defined by Sec. 7(k) of the Fair Labor Standards Act of twenty-eight (28) days; and
 - C. Define a regular "work-day" to consist of twelve (12) hours, which shall be paid at the "straight-time" rate; and
 - D. Receive twelve (12) hours of pay at the straight time rate for any holidays defined by Article 6, Section 5. Employees required to work on the defined holidays shall be paid one and one-half (1 1/4) times their hourly rate for all such time worked; and
 - E. Have the following vacation schedule apply:
 1. Ninety-six (96) hours after the completion of one (1) year of service.

2. One hundred twenty (120) hours after completion of five (5) years of service, and in each anniversary year thereafter;
 3. One hundred fifty-six (156) hours after completion of eight (8) years of service, and in each anniversary year thereafter;
 4. One hundred eighty (180) hours after completion of twelve (12) years of service, and in each anniversary year thereafter.
 5. Two hundred four (204) hours after completion of seventeen (17) years of service, and in each anniversary year thereafter.
- F. Shall be allowed up to a maximum of thirty-six (36) hours (refillable) of compensatory time. Any unused time shall be paid out on the 1st pay period in December. Compensatory time cannot be scheduled if overtime would be created and denial of compensatory time shall be non-grievable, unless shown that denial was without cause; and
- G. Sick leave accrual will be modified to reflect the change in work day from 8 to 12 hours; and
- H. Shift differential of \$.30 per hour shall be paid for all hours worked between 6:30 p.m. to 6:30 a.m.; and
- I. Call-in procedure (Article 6, Sec. 3 ("Procedure" – A-1.) is deleted.
- J. The Employer shall determine shift schedules, which shall be posted during the 2nd week in November for fifteen (15) days and be effective on January 1st of the following year. Employees within each classification shall bid their preferred shift schedule on a seniority basis. Schedules shall be posted during the 2nd week of December. Should a vacancy occur in one of the shifts during the year, the shift shall be posted and the most senior employee posting shall be selected by the Sheriff.
- K. There will be no rotating shifts worked.
2. That the employees of the classification of Patrol Sergeant and Patrol Officer assigned to the positions of PLSO, Canine Officer, Recreation Officer, and the employees of the classification of Investigators shall:
- A. When assigned to the position of PLSO, Canine Officer, and Recreation Officer work an 80 hour pay period, consisting of 8 hour days and 2080 hours annually; and

- B. As an Investigator work a schedule of 5 days on duty followed by 2 days off duty, 5 days on duty followed by 2 days off duty, 80 hour pay period, consisting of 8 hour days, Monday through Friday; and
- C. Receive sick leave accrual at eight (8) hours; and
- D. Receive eight (8) hours of pay at the straight time rate for any holidays defined by Article 6, Section 5. Employees required to work on the defined holidays shall be paid one and one-half ($1\frac{1}{2}$) times their hourly rate for all such time worked; and
- E. Shift differential of \$.30 per hour shall be paid for all hours worked between 6:30 p.m. to 6:30 a.m.; and
- F. Have the following vacation schedule apply:
 - 1. Eighty (80) hours after the completion of one (1) year of service.
 - 2. One hundred twenty (120) hours after completion of five (5) years of service, and in each anniversary year thereafter;
 - 3. One hundred sixty (160) hours after completion of eight (8) years of service, and in each anniversary year thereafter;
 - One hundred eighty-four (184) hours after completion of twelve (12) years of service, and in each anniversary year thereafter.
 - 5. Two hundred sixteen (216) hours after completion of seventeen (17) years of service, and in each anniversary year thereafter.
- G. Shall be allowed up to a maximum of forty (40) hours (refillable) of compensatory time. Any unused time shall be paid out on the 1st pay period in December. Compensatory time cannot be scheduled if overtime would be created and denial of compensatory time shall be non-grievable, unless shown that denial was without cause.

This Agreement shall commence as soon as possible upon ratification by the parties.

In addition, the parties agree that all terms to this Agreement are non-precedent setting as they may relate to any interpretation or application of the collective bargaining agreement for any other purpose. In addition, either party may terminate this Agreement within 90 days written notice.

Dated this 3 day of June, 2008.

ADAMS COUNTY

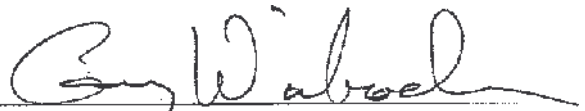
DEPUTY SHERIFF'S ASSOCIATION
(WPPAJLEER), LOCAL 355



President



/A.c2,-;



WPPA Busines. Agent

Resolution authorizing Adams County to apply for a \$799,947.00 grant from the Wisconsin Department of Transportation to fund the design and reconstruction of the curves and intersections at CTH G and Duck Creek Ave.

INTRODUCED BY: Public Works Committee

INTENT & SYNOPSIS: To authorize the Highway Commissioner to act on behalf of Adams County to apply for \$799,947.00 from the Wisconsin Department of Transportation Statewide Highway Safety Improvement Program for the purpose of funding the design and reconstruction of the curves and intersections at CTH G and Duck Creek Ave.

FISCAL NOTE: Estimated total cost is \$799,947.00. This is a reimbursement program in which the WisDOT would reimburse up to \$719,952.3 (90% of project estimate), leaving an estimated local cost of \$79,994.70.

WHEREAS: CTH G at the location of its intersection with Duck Creek has had numerous crashes including fatalities;. and

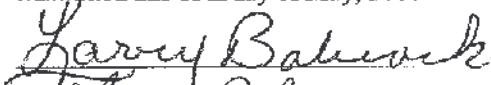
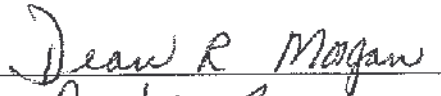

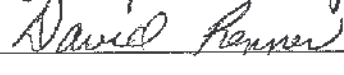

WHEREAS: The Wisconsin Department of Transportation Statewide Highway Safety Improvement Program funds up to 90% of estimated construction costs for highway safety projects; and

WHEREAS: Funding via grant is available for 90% of project estimate (\$799,947.00) of the design and reconstruction of the curves and intersections at CTH G and Duck Creek Ave...

NOW, THEREFORE BE IT RESOLVED by the Adams County Board of Supervisors that the Highway Commissioner is hereby authorized to act on behalf of Adams County to apply for \$799,947.00 from the Wisconsin Department of Transportation Statewide Highway Safety Improvement Program for the purpose of funding the design and reconstruction of the curves and intersections at CTH G and Duck Creek Ave.; and

BE IT FURTHER RESOLVED that Adams County will comply with State and Federal rules for the program and will meet the financial obligations under the grant as stated in the fiscal impact of the resolution.

APPROVED THIS 15TH DAY OF MAY, 2008

Adopted _____ by the Adams County Board of Supervisors this _____ day of _____, 2008.

Defeated _____

County Clerk

County Board Chair

Wisconsin Department of Transportation (WisDOT)

Project Application for Interim 2009-2012 HIGHWAY SAFETY IMPROVEMENT PROGRAM

DESIGN Iii:	TIED PROJECTIDs:
RELATED I D(s):	
11-CONST,	

Project Description

1. NAME OF ROAD/INTERSECTION <i>CTH G and Duck Creek Ave.</i>		HWY NO. <i>CTH G</i>
COUNTY <i>Adams</i>	CITY OF	TOWN OF <i>Lincoln</i>
NAME OF THE MPO THE PROJECT IS REPRESENTED BY		

Is the estimated cost of the project less than \$25,000? ☐ Yes ☒ No

If YES, be sure to complete Box 6 in addition to the rest of this form.

2A. SEGMENT Current Average Daily Traffic 710		Project Length 5,280 ft	1.0	Miles
Roadway Width 21	Crash Rate 540.24	Shoulder Width 1 to 2 feet		
28. INTERSECTION Roadway Width		Crash Rate	Entering Vehicle Volume	

Identification of Hazard

2C. Explain identified hazards such as: Visibility Restrictions, Curves, Hills, Intersection Problems, Bike/Ped Conflicts, Narrow Shoulders, Rutting, Etc.

This area on CTH G contains two intersections of CTH G and Duck Creek Ave., and 2 90-degree curves. The intersections come into CTH G at the curves; the curves themselves are posted with a 15 mph advisory speed. These extreme curves follow a long straight away from both directions. There have been 7 crashes in the 5 year study time frame a many prior to that. Those crashes included 4 crashes with injuries and 1 with a fatality. The have been an undetermined number of run-offs and other incidents that have not been reported, but are evidenced by damage to signs, shoulders, trees, etc. We have signed and marked these intersections and curves to no avail, the only possible solution that we have not yet tried is the realignment of the curves and intersections in a manner to make for less severe curves and safer intersection points.

Proposed Improvement

3. In some detail, describe the proposed project and how it will address the identified hazard.

We are proposing to realign the curves to provide a 60 mph design speed and consolidate the intersections with Duck Creek Ave. into 1 intersection that is properly designed and placed. With the improved curves, super-elevations and intersection should minimize the possibility of crashes in the future. All of these improvements will result in improved sight distance for the curves and intersection, as well as providing a safer ride around the curves. The proposed cross section is a 24 foot pavement (2 each 12 ft lanes) with 6 foot gravel shoulders. The design and real estate acquisition to take place in fiscal year 2011 with construction in fiscal year 2012.

Project Cost

4, Estimate project costs in today's dollars)	FY 2009	FY 2010	FY 2011	FY 2012	HSIP Funds Requested
Preliminary Engineering-Design*: Include state review			60,000.00		60,000.00
Real Estate *			64,000.00		64,000.00
Major Construction Items (Include Construction Engineering and Contingencies)				675,947.00	675,947.00
Other Costs					
— TOTAL			124,000.00	675,947.00	799,947.00

* Ineligible cost for Small Local HSP Project (less than \$25,000).

The project sponsors will be responsible for any project costs in excess of the approved project cost.

Project Checklist

Complete this box only for projects less than \$25,000:

5. Will project affect or use land from a property on the National Register of Historic Places?

Will project require the use of any publicly-owned land from a public park, recreation area, or wildlife and waterfowl refuge?

☐ Yes ☐ No

☐ Yes ☐ No

is your municipality adequately staffed and equipped to do the work?

☐ Yes ☐ No

Does your municipality have prior commitments that would impair your performance of this work? ☐ Yes ☐ No

Contact Information and Signature

6. PRIMARY CONTACT PERSON or AGENCY Adams County Highway Department		
NAME Ronald Chamberlain	TITLE Highway Commissioner	
ADDRESS 1342 CTH F	TELEPHONE (608) 339-3355	
MUNICIPALITY Adams	STATE WI	ZIP 53910
7. SIGNATURE OF LOCAL APPROVING AUTHORITY		DATE

WisDOT Information - Shaded areas to be completed by WisDOT staff on y.

A. Environmental Documentation - r y.		Hazard Elimination Type	
C. PMSID	D. ~ukietronai Cfa ss	PF5f	
11 REGIONAL APP8oyAL		Date	
piCect-Supervii-56T		Date	
Planning Supervisor		Date	
C.O. Concurrence		App ved: Disapproved	
Appfowtg::AMpft.v		Date	

Resolution **43**-2008

INTRODUCED BY: County Board Supervisors

INTENT & SYNOPSIS: To honor the services of retiring employee Nancy Churchill to Adams County Government.

FISCAL NOTE: None

WHEREAS: Nancy Churchill began her employment with the Adams County Clerk's Office on **September 11, 1978**

WHEREAS: Nancy has been a devoted, dedicated, and loyal employee of Adams County for **(30) THIRTY** years, and

WHEREAS: Her thoroughness and accuracy is commendable, and

WHEREAS: Nancy has been a tremendous asset to the Adams County Clerk's Office and will be greatly missed, and

WHEREAS: Nancy's last day of employment with Adams County was June 19-, 2008,

NOW, THEREFORE, BE IT RESOLVED: by the Adams County Board of Supervisors to honor the service and dedication of Nancy Churchill to Adams County.

BE IT FURTHER RESOLVED: That a copy of this resolution be presented to Nancy Churchill.

Dated this day of

ADOPTED ()

By The Adams County Board of Supervisors this Day of

DEFEATED ()

Cindy Phillippi, Adams County Clerk

Al Sebastiani, Adams County Board Chairperson

i^ck.)

Ordinance No: 0 _____ 2008

AMENDMENT OF ADAMS COUNTY ZONING ORDINANCE

WHEREAS: The Adams County Board of Supervisors adopted the amended Adams County Zoning Ordinance as Ordinance No. 47-2006 on September 19, 2006, which was effective upon publication on September 27, 2006, and which was approved by the town board of the Town of Dell Prairie on November 14, 2006, such approval having been filed with the Adams County Clerk pursuant to section 59.69 of the Wisconsin Statutes; and

WHEREAS: On May 7, 2008 Wanda & Theresa Ciolek & K. & M. Sobkowicz, petitioned the Adams County Board of Supervisors to amend the county zoning ordinance to rezone a parcel of land in the Town of Dell Prairie, as hereinafter described; and

WHEREAS: A public hearing, with due notice, was conducted on that petition by the Adams County Planning and Development Committee on June 4, 2008, and the Adams County Planning and Development Committee, after evaluating all data and evidence presented at the public hearing, recommends _____ of the proposed zoning change and hereby submits this proposed zoning ordinance amendment to the Adams County Board of Supervisors; now, therefore,

D2rilal

The County Board of Supervisors of the County of Adams does ordain as follows:

Zoning Change: The Adams County Zoning Ordinance, Ordinance No. 47-2006, and the corresponding zoning maps are hereby amended to reflect that the following described property is changed from an A-3 Secondary Agricultural District to and R-1 LL Residential District. r,t))"

Property (5.010 acres) property located in the W 1/2, SE 'A, SE 1/4, Section 15, Township 14 North, Range 6 East, Lot 4 of CSM #676 at 3886 9th Court, Town of Dell Prairie, Adams County, Wisconsin.

De Med
Recommended for efftetneFrt by the Adams County Planning and •evelopment Co mmittee on this 4th day of • ne 2008.

Thomas Lucitar *Joseph [Signature]* *Kenny [Signature]*
Michael [Signature] *Sylvia [Signature]*
[Signature] *Joanne Sumpter*

Enacted/Defeated by the Adams County Board on the _____ day of June 2008.

Cindy Phillippi, County Clerk

Al Sebastiani, Board-Chair



PLANNING AND ZONING DEPARTMENT

P.O. BOX 187, COURTHOUSE
FRIENDSHIP, WI 53934
PHONE: 608-339-4222
www.co.adams.wi.gov

ADAMS CO PLANNING & DEVELOPMENT COMMITTEE

June 4, 2008 – Room A260 -Courthouse
Friendship, WI 53934 – 9:00 A.M.

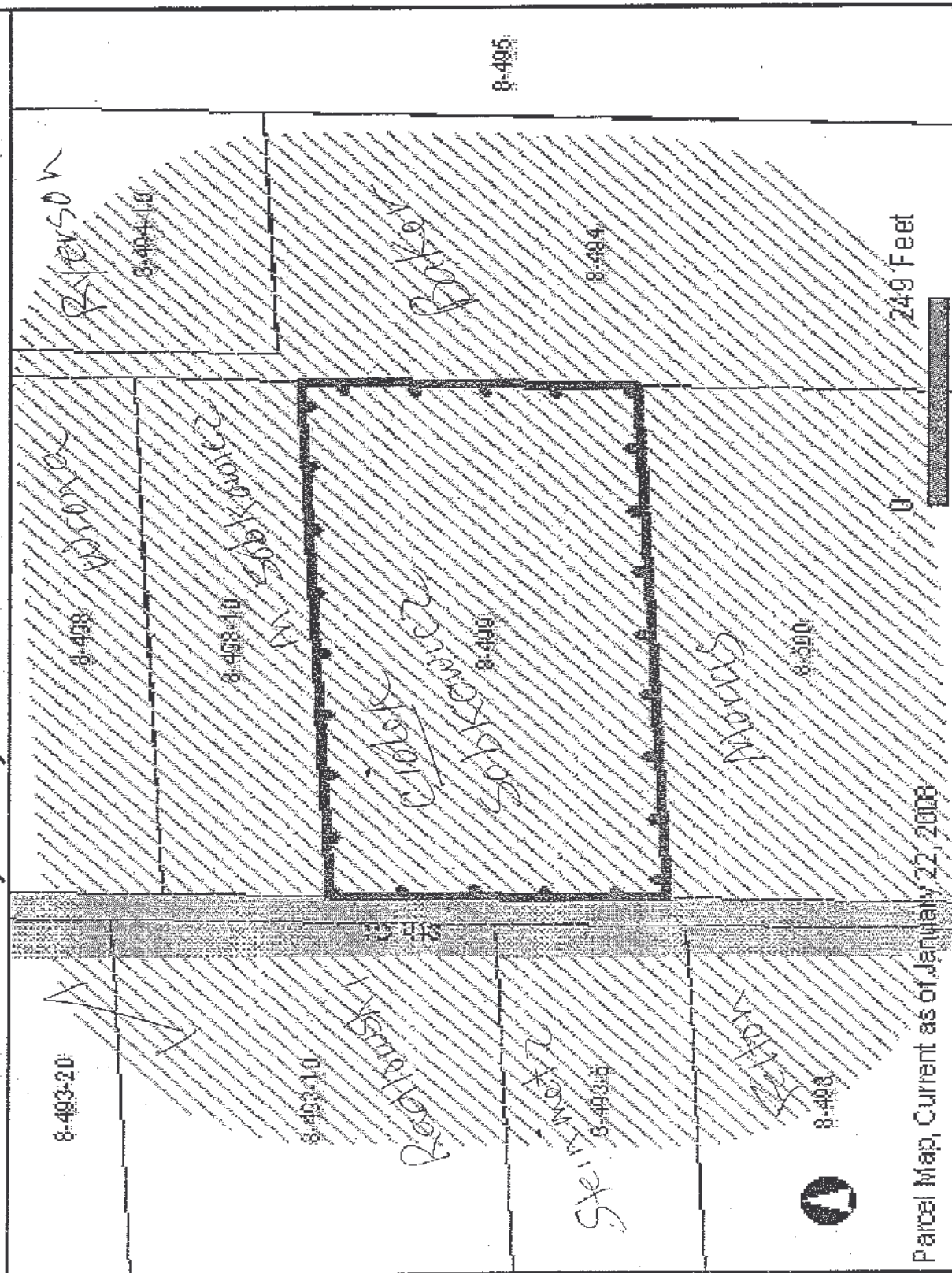
Wanda & Theresa Ciolek & K & M. Sobkowicz – Rezoning Request of a parcel (5.010 acres) from an A-3 Secondary Agricultural District to an R-1(LL) Single Family Residential District of the Adams County Zoning Ordinance to allow the property to be split for residential use, located in the W SE ¼, SE ¼, Section 15, Township 14 North, Range 6 East, Lot 4 of CSM #676 at 3886 9th Court, Town of Dell Prairie, Adams County, Wisconsin.

Appearing for with testimony: Krzysztof Sobkowicz. Joint ownership with family members. Wants to split property for tax purposes.

No one appearing against.

Correspondence: Notification from the Town Board of Dell Prairie that they met on May 13, 2008 and have no objection to the zoning change, Telephone call from Oliver Baken speaking against unless they put up a fence to keep from coming on his property. Note from Alina & Mark Sobkowicz approving the rezoning. Letter from Matt & Kelly Felton opposing the rezoning-do not want so many houses built so close together, Letter from Charles & Betty Morris opposing the rezoning-wants area to maintain five acre minimum building sites. Letter from Stanislaw Radlowski with approval of the rezoning.

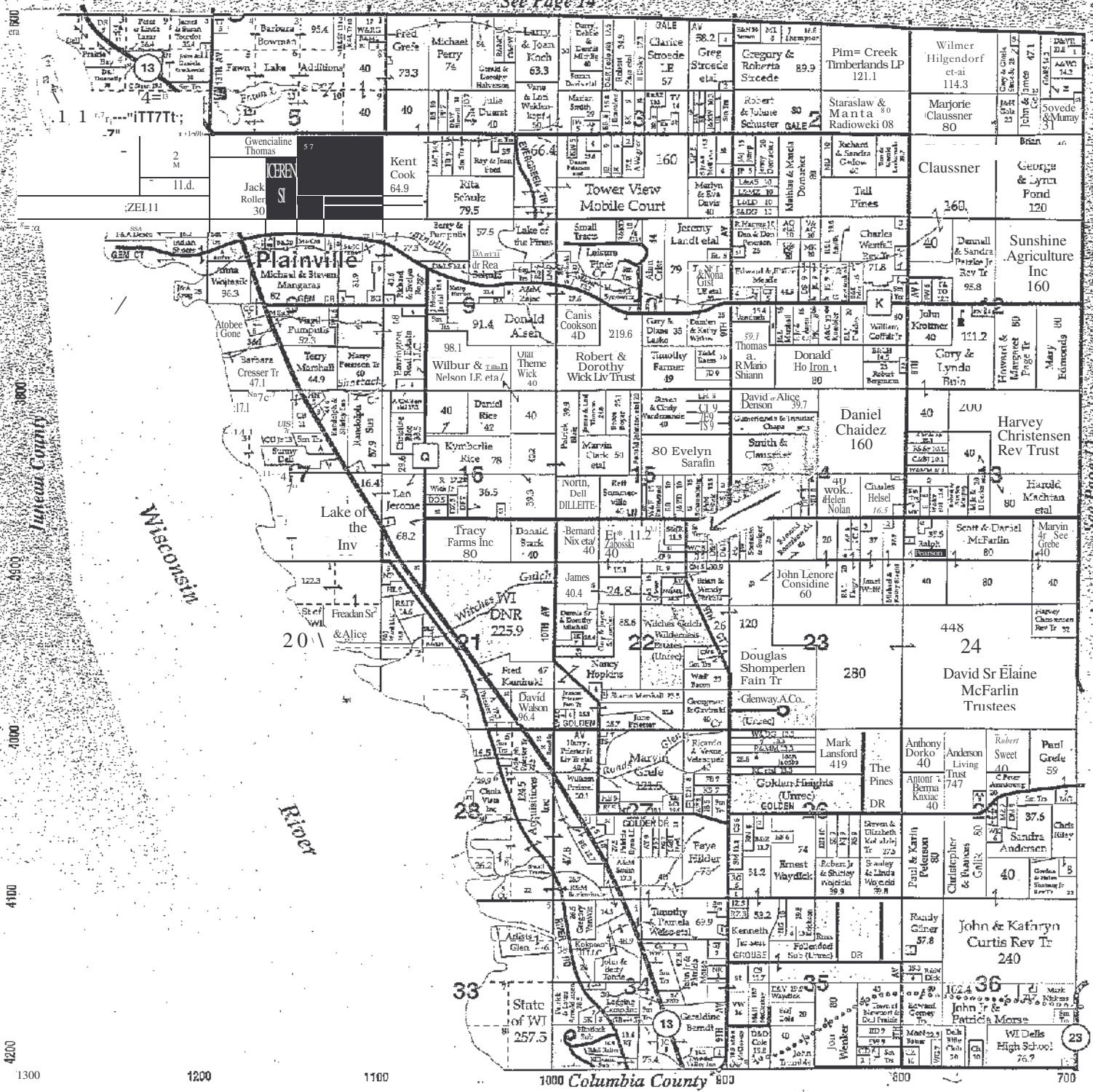
Disposition: Michael Keckeisen made a motion to recommend denial of the zoning change, on the above-described property, to the County Board for final action. The reason for denial being that the request would not conform to the Smart Growth Plan. Richard Colby seconded the motion. Roll Call Vote: 5-Yes. 2-No (James, Sumpter). Motion carried.



1. Dell Prairie (W)

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See Page 14

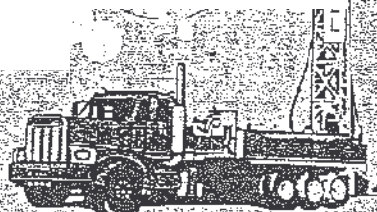


MARSHALL WELL DRILLING

COMPEETEMATER
WEICSERVICE

Terry L. Marshall - Owner

(608) 253-2751 • 877-553-7855
3774 State Road 13 — Wisconsin Dells



Adams, WI

